

# Exhibit C

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO/OAKLAND DIVISION

-----X  
FACEBOOK, INC., a Delaware corporation, )  
 )  
 )  
Plaintiff/Counterclaim ) Case No.  
Defendant, ) 3:20-CV-07182  
 ) JCS  
vs. )  
 )  
BRANDTOTAL, LTD., an Israeli corporation, and UNIMANIA, INC., )  
a Delaware corporation, )  
 )  
 )  
Defendants/Counterclaim )  
Plaintiffs. )  
-----X

\*\* H I G H L Y C O N F I D E N T I A L \*\*

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VIDEOCONFERENCE VIDEOTAPED 30(b)(6) DEPOSITION OF  
FACEBOOK, INC.  
by corporate designee  
JOSH NEWMAN

Friday, January 15, 2021  
11:40 a.m.

Remotely Reported Stenographically By:  
Mayleen Ahmed, RMR, CRR, CRC, CSR-CA 14380  
Job No.: 001106

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1           It is true that an advertiser -- an  
2 advertiser such as Ford could use Ad -- the  
3 Ad Library for insight into how its competitor, for  
4 example, Chevy, is advertising on Facebook, correct?

5           MR. HOLTZBLATT: Object to form.

6           A.     They could use Ad Library -- to stick  
7 with your example, Ford could use Ad Library to  
8 understand the creative that its competitors have on  
9 the site at present.

10           Given my experience in advertising, the  
11 functional value of that is little different than an  
12 advertising executive at a marketing firm watching  
13 the Super Bowl and seeing that there are ads for  
14 both Chevy and Ford.

15           Q.     What tools other than Ad Library that  
16 Facebook provides could a competitor use to gain  
17 knowledge regarding how -- strike that.

18           What tools other than Ad Library that  
19 Facebook provides could a competitor -- I apologize.  
20 I made the same mistake again. Strike that.

21           What tools that Facebook provides, other  
22 than Ad Library, could an advertiser use to gain  
23 knowledge regarding how a competitor uses  
24 advertising on Facebook?

25           MR. HOLTZBLATT: Object to form.

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1           A.       Let me answer that by explaining how the  
2 products that my team and cross-functional partners  
3 build actually work.

4                   So if we think about Ad Manager, which  
5 is the primary entry-point management tool and  
6 system for all of Facebook advertising, it's where  
7 the vast majority of our advertisements are entered  
8 and managed.

9                   In that tool, a marketer, a client can  
10 come in and set up their campaigns and gain  
11 understanding about those campaigns. That access to  
12 that information about any performance relative to  
13 those campaigns is limited and in control of the  
14 advertiser that set up the campaign.

15                  That is the guiding principle of how our  
16 team develops products and central to the way we  
17 think about data access across Facebook.

18           Q.       Okay. Then, is it correct, then, that  
19 there are no tools Facebook provides other than  
20 Ad Library that an advertiser could use to gain  
21 knowledge regarding how a competitor uses  
22 advertising on Facebook?

23                   MR. HOLTZBLATT: Object to form.

24           A.       I wouldn't want to speculate on all the  
25 different ways that an advertiser could potentially

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1 utilize their control of their own information.

2 Again, our products are built to provide  
3 advertisers control over their data. They enter the  
4 advertising; they control the data.

5 Q. And I'm not asking you to speculate,  
6 Mr. Newman.

7 But is Facebook aware of any tools  
8 advertisers use, other than the Ad Library, to gain  
9 insight into how a competitor is using advertising  
10 on Facebook?

11 MR. HOLTZBLATT: Object to form.

12 A. Aware of Facebook tools --

13 Q. Correct.

14 A. -- or aware of tools in the industry?

15 Q. My apologies. I spoke over you.

16 Aware of tools provided by Facebook.

17 MR. HOLTZBLATT: Object to form.

18 A. Again, I'm trying to be specific here  
19 about the design of the tools as to -- as opposed to  
20 imagining potential utilization by the  
21 literal millions of advertisers that we work with.

22 Our products are built to provide  
23 control of data to the advertisers that create the  
24 campaign. A competitor would not have access to  
25 that data.

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1 Q. I just want to make sure we're on the  
2 same page here. I'm not asking regarding the design  
3 of the tools, and I'm not asking for you to imagine  
4 or speculate.

5 My question is simply: Is Facebook  
6 aware -- such as with the example of the Ad Library  
7 being able to see what creative a competitor is  
8 running. Is Facebook aware of any use of the tools  
9 they provide by an advertiser to gain insight into  
10 how a competitor is using advertising on Facebook?

11 MR. HOLTZBLATT: Object to form.

12 A. I'm afraid you lost me on that question  
13 construct. Okay? I'm -- I'm trying to be very  
14 specific. So if you could either repeat or rephrase  
15 the question, that would be helpful to me.

16 Q. So I'll break it into some smaller  
17 chunks.

18 A. Thank you.

19 Q. It was a long question.

20 Okay. I'm not asking regarding how the  
21 tool was designed to be used.

22 Do you understand that?

23 A. The --

24 MR. HOLTZBLATT: Object to form.

25 Q. Sorry. Go ahead and pause a second

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1 creative, from my perspective, is not significant.

2 But I understand what you're saying  
3 relative to an advertiser's ability to see and  
4 organize information about creative of their  
5 competitors. The information essentially being what  
6 creative is live on Facebook at any given time.

7 So, broadly, to answer your question, I  
8 understand.

9 Q. Let's talk a little bit more about your  
10 understanding of the word "insight" and make sure  
11 that we're on the same page --

12 A. Sure.

13 Q. -- moving forward.

14 Would you understand "insight" to  
15 include the time an advertisement was seen by a  
16 user?

17 MR. HOLTZBLATT: Object to form.

18 A. It is a data point. To me insight  
19 requires slightly more processing than a single data  
20 point. Again, I'm trying to speak from a -- my  
21 expertise as a member of the product  
22 cross-functional team that develops these products  
23 with the goal of providing insight to our clients.

24 Our entire team starts with the process  
25 of taking zeros and ones, converting those into



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1 pieces of information; in other words, human-  
2 readable numbers that are aggregated into concepts  
3 that advertisers can understand.

4 And then the subsequent step is creating  
5 products and capabilities that provide insight, or  
6 the ability to manipulate those zeros and ones  
7 turned into numbers, in a way that provides them  
8 insight. That's my broad construct when I think,  
9 from a product standpoint, of what "insight" is.

10 So, to answer your question directly,  
11 it's when an advertiser -- excuse me -- when an  
12 individual saw a single piece of creative a single  
13 time, at what time that occurred, is that insight?  
14 No. That is a data point.

15 Q. Would you understand the number of  
16 interactions users have with an ad to be an insight?

17 A. Potentially. It is definitely a data  
18 point that we want to be able to provide users in  
19 our measurement products. When they create an  
20 advertising campaign, it's critical that they  
21 understand the amount of impressions.

22 Q. Is Facebook aware of any tool that an  
23 advertiser can use to ascertain the number of  
24 interactions users have with the advertisement of a  
25 competitor?

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1 MR. HOLTZBLATT: Object to form.

2 A. That is not a tool that we would build  
3 within the Measurement Products team, and that is  
4 contrary to the ethos and essence of how we guide  
5 our product development.

6 Q. My question, however, sir, is slightly  
7 different.

8 Is Facebook aware of any tool an  
9 advertiser can use to ascertain a number of  
10 interactions users have with the advertisement of a  
11 competitor?

12 MR. HOLTZBLATT: Object to form.

13 A. We have not built such a tool.

14 Q. I apologize, sir. I think we're  
15 slightly talking past each other, and I just want to  
16 narrow this down.

17 I understand that Facebook has not built  
18 a tool. Is Facebook aware of an advertiser using  
19 any tool that Facebook has built to ascertain a  
20 number of interactions users have had with the  
21 advertisement of a competitor?

22 MR. HOLTZBLATT: Object to form.

23 A. We've discussed Ad Library. I think  
24 we've exhausted the competitive analysis potential,  
25 say, for delving into the specific data points that

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1 are available to the public and comparing those  
2 distinctions between political advertising and  
3 non-political advertising.

4 Beyond that, I am not aware of products  
5 that would provide that capability.

6 Q. Earlier we talked about the Ads Manager  
7 tool. Is that the correct name?

8 A. Ads Manager is a tool provided by  
9 Facebook, yes.

10 Q. I just wanted to make sure I got the  
11 name correct --

12 A. Sure --

13 Q. -- as we -- as we are shifting here.

14 Does the Ads Manager tool enable an  
15 advertiser to know the targeted audience or  
16 impressions the campaign reaches on a per-day level?

17 A. Ads Manager provides a vast number of  
18 data points. I am not enough of an expert to delve  
19 into each individual data point, but I can answer  
20 affirmatively to that question.

21 Q. So that was a "yes," correct?

22 A. Yes.

23 Q. Skipping back a few minutes.

24 Do you know who manages the Ad Library,  
25 what team?

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1

[REDACTED]

2

[REDACTED]

3

[REDACTED]

4

[REDACTED]

5

[REDACTED]

6

[REDACTED]

7

[REDACTED]

8

[REDACTED]

9

Q. On lines 8 and 9, do you see where the

10

text begins: "[I]n order to obtain measurement

11

analytics beyond what is available through the

12

analytic tools that Facebook itself provides to

13

advertisers"?

14

A. Yes.

15

Q. What analytic tools do measurement

16

partners have access beyond what Facebook provides

17

to advertisers?

18

MR. HOLTZBLATT: Object to form.

19

A. The way I read this line 8 and 9, to me,

20

doesn't imply that the measurement partners receive

21

incremental analytic tools.

22

My understanding of what measurement

23

partners receive is access to capabilities, and that

24

could potentially be improvements to the amount of

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data that flows through the system in a given time

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1 frame, as a broad example.

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7 Q. And by your "clients," you mean  
8 companies that advertise on Facebook?

9 A. Correct. So there are a number of  
10 third-party measurement companies that are  
11 measurement partners. They provide services to  
12 clients; they provide services to advertisers that  
13 are not our clients. Their services may not be  
14 exclusively related to Facebook data.

15 A primary example, I would think -- and,  
16 again, I'm not familiar with all of the nearly 50  
17 measurement partners. But it's important for  
18 advertisers to be able to aggregate an understanding  
19 of their spend and their audience as reached on  
20 multiple platforms.

21 Those platforms could include  
22 television, social media, other aspects of apps in  
23 the Internet. Obviously, Facebook is not the only  
24 place where our clients advertise. So the ability  
25 to aggregate data across multiple different

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23 Q. I -- I know we have perhaps not the same  
24 definition of "insight," so I'm going to break this  
25 down.

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1           A.     If you'll allow me to pause for a  
2 moment, there's some lawnmowers in the background.  
3 I'm going to close my window.

4                     Please continue.

5           Q.     I have to say, your camera is really  
6 cool. It tracks you across the room.

7           A.     It is a Facebook product I highly  
8 recommend, on the record. The Facebook Portal.

9           Q.     I appreciate that, and I will actually  
10 look into it. That's really cool. Okay.

11                     Returning --

12          A.     It's great for the grandparents. Just  
13 put it in the kitchen. Grandma loves it.

14          Q.     Okay. For these measurement partners I  
15 discussed in the supplemental response, do these  
16 measurement -- strike that.

17                     Do any of the measurement partners  
18 discussed in the supplemental response provide  
19 metrics of an advertiser's competitor -- strike  
20 that. Let me see if I can make this actually make  
21 sense.

22                     Do any of the measurement partners  
23 discussed in the supplemental response provide to an  
24 advertiser, metrics a competitor's advertisement  
25 receives, such as the number of total impressions?

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1 MR. HOLTZBLATT: Object to form.

2 A. No.

3 Q. Do any of the measurement partners  
4 referenced in the supplemental response provide to  
5 an advertiser any information on the advertiser's  
6 competitors?

7 MR. HOLTZBLATT: Object to form.

8 A. Could you repeat the question?

9 Q. Yes.

10 Do any of the measurement partners  
11 referenced in the supplemental response provide to  
12 an advertiser any information on the advertiser's  
13 competitors?

14 MR. HOLTZBLATT: Object to form.

15 A. Perhaps you could clarify it with an  
16 example.

17 Q. Sure. Let's take our now beloved  
18 example of Ford and Chevy.

19 I believe you said there are nearly 50  
20 measurement partners; is that correct?

21 A. That's my understanding from  
22 conversations I had with counsel and a member of our  
23 products team that was formerly part of the  
24 measurement partnerships team.

25 Q. So of those approximately 50 measurement



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1 partners, could any of them provide information to  
2 Ford about any advertisement information Chevy is  
3 taking on the Facebook platform?

4 MR. HOLTZBLATT: Object to form.

5 A. Let me do two things. One, I'd rather  
6 we use as examples fake companies --

7 Q. Okay.

8 A. -- rather than refer to companies that  
9 may or may not be our clients, just as a general  
10 practice. I can still answer this particular  
11 question.

12 As I mentioned earlier, the tenet we  
13 have in any flow of information is that the  
14 advertiser creating the ad controls that flow of  
15 information. So the third-party measurement partner  
16 itself has neither unlimited access nor unlimited  
17 rights, as negotiated in those agreements, per my  
18 understanding, to utilize that data as they see fit.

19 The data, in its inherent rights -- and,  
20 again, I'm not a lawyer, but using "rights" broadly  
21 as the ability to view and use -- those capabilities  
22 are granted, essentially, by the advertiser to the  
23 third party if there is a goal of creating a report  
24 by that third-party measurement partner for the  
25 advertiser.

7 A. [REDACTED]

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Q. Did Facebook ever consider partnering or  
engaging in a partnership with BrandTotal to  
proactively bring insights for marketers?

10

11

12

MR. HOLTZBLATT: Object as out of scope.

13

You can answer if you know.

14

A. That is outside the scope of my

15

day-to-day and my knowledge in preparation for this  
testimony.

16

17

Q. Just to condense that.

18

Your answer, then, is "I don't know"?

19

A. What is the question?

20

Q. Did Facebook ever consider partnering or  
engaging in a partnership with BrandTotal to  
proactively bring insights for marketers?

21

22

23

MR. HOLTZBLATT: Object to form and

24

object as out of scope.

25

A. As I said, based on my preparation and

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1 my day-to-day responsibilities, I do not know the  
2 answer to that question.

3 Q. Mr. Newman, do you know who Kim  
4 Stonehouse at Facebook is?

5 A. No.

6 Q. Do you know who Gabriel Gontijo,  
7 G-O-N-T-I-J-O, at Facebook is?

8 A. No.

9 Q. Do you know who Rita Procter at Facebook  
10 is?

11 A. No.

12 Q. Do you know a Michelle Morris at  
13 Facebook?

14 A. No.

15 Q. Do you know an Alejandra, and then the  
16 last name is C-O-S, dash, P-E-R-A-Z-A, at Facebook?

17 A. No.

18 And I assume that we're using the  
19 colloquial definition of the term "no." These are  
20 not names that are immediately familiar to me and I  
21 could not place the face.

22 Q. Turning --

23 A. Facebook, obviously, is a large company.

24 Q. I am aware of that, and I appreciate  
25 that clarification.

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1           A.       We've discussed, throughout the course  
2 of my testimony, the advertising ecosystem. There  
3 are literally hundreds of thousands of participants  
4 on the business side of that ecosystem, and tens  
5 of millions of participants on the advertising side.

6                   So, again, not trying to slice the onion  
7 too thin here, but just making sure that we're --  
8 that I am not discussing a permission acquisition  
9 process that does not apply to the entity definition  
10 that you might have in mind.

11                   So if you could be more specific about  
12 the entity in general as a participant in the  
13 advertising ecosystem, that might help guide my  
14 answer. Either way, I'm aware of multiple avenues  
15 to obtain permission which, as I said, was the focus  
16 of my initial answer --

17           Q.       How many avenues are you --

18           A.       -- for --

19           Q.       I apologize.

20                   How many avenues are you aware of?

21           A.       Well, when we think about this term, we  
22 really subdivide it on two axes. There is manual  
23 access to data, and there is automated access to  
24 data on one axis; on the other, there is authorized  
25 and unauthorized.

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1           So a simple example of authorized  
2 automated would be the use of an API. The process  
3 to obtain access to an API is publicly available,  
4 and the standards by which you obtain that access  
5 are readily displayed in the business section of the  
6 Facebook website.

7           There are other instances where a more  
8 negotiated access -- again, going back to our  
9 measurement partner conversation -- where the focus  
10 would likely be on the speed and volume of data, and  
11 altering that in some way from the standard.

12           And when I speak of speed and volume,  
13 I'm really thinking of processing capacity. It  
14 takes time to move a bit, those zeros and ones I've  
15 spoken about all day, from one server to another.  
16 Those capabilities have real-world investment in  
17 hardware.

18           And, therefore, there may be times where  
19 it benefits the ecosystem -- our clients, who are  
20 our primary focus, from a business standpoint -- to  
21 create augmented access on either of those two  
22 parameters.

23           An example there would, essentially, be  
24 a search engine, a major search engine in a given  
25 region not applied via the API access workflow.

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1 That would be a negotiated agreement.

2 Nevertheless, all of the data access as  
3 outlined here in this section you've highlighted  
4 focuses on permission.

5 The area in which -- again, I'm not a  
6 lawyer, but I would say permission is implied, is in  
7 the manual access to data. If a user logs in to  
8 Facebook, sees advertising, writes down what that  
9 advertising is, and provides that as a service  
10 somehow, that would meet our terms and conditions,  
11 as I understand it. Again, I'm not a lawyer.

12 Q. But if it was automated, it would not,  
13 correct?

14 MR. HOLTZBLATT: Object to form.

15 A. Automated, unauthorized data access is,  
16 per this term, prohibited under our services we  
17 provide, terms of service.

18 Q. And the -- I understand from your  
19 answer -- and correct me if I'm wrong; I want to  
20 make sure we're on the same page -- that the two  
21 ways to become authorized are either to go through  
22 the API process or to be subject of a negotiated  
23 agreement; is that correct?

24 MR. HOLTZBLATT: Object to form.

25 A. You have highlighted two ways to obtain

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1 authorized automated access.

2 Q. What are those two ways?

3 A. Two ways to obtain authorized automated  
4 access to data are through our collection of APIs or  
5 through some negotiated agreement.

6 Q. And the example of a negotiated  
7 agreement you provided earlier was the case of a  
8 search engine, correct?

9 A. That's correct.

10

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

25

MR. HOLTZBLATT: Object to form, and



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1 object as out of scope other than as limited to  
2 current tools.

3 A. [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

13 Q. In view of your response and your  
14 counsel's objections, I'm going to rephrase my  
15 question slightly.

16 [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

20 A. Can you be more specific about what you  
21 mean by "competitive"?

22 Q. So I remember what you said earlier  
23 about not wanting to use real-world companies.

24 A. Thank you.

25 Q. So I'm going to use company Acme, which

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1 I think is everyone's favorite Road Runner supplier.  
2 And I'll admit, I struggle to think of a second one,  
3 so I'm going to go with Sweetums, and that's  
4 S-W-E-E-T-U-M-S.

5 So let's assume Acme and Sweetums are  
6 both providers of widgets, just to use the favorite  
7 law school example. Acme and Sweetums both provide  
8 widgets. Acme is an advertiser on the Facebook  
9 platform.

10 Do you understand that so far?

11 A. Yes.

12 Q. Okay. So has -- strike that.

13 Sweetums is interested in advertising on  
14 Facebook and wants to know what success Acme has  
15 seen with its own advertisements on Facebook.

16 Has -- my question, sir -- strike that.

17 Do you understand that scenario so far?

18 A. Yes.

19 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

24 MR. HOLTZBLATT: Josh, do you --

25 I don't know, Dustin, where you are in

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1 pages. I am not a developer, so the details of  
2 those steps are best understood by me as publicly  
3 available in terms of the broad guidelines, and  
4 clearly delineated once one logs in to Facebook and  
5 finds those pages in the developer section of our  
6 website.

7 [REDACTED]  
8 [REDACTED]  
9 MR. HOLTZBLATT: Object to form.

10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]

22 Q. Let me present this slightly  
23 differently, then, with the use of a hypothetical.

24 [REDACTED]  
[REDACTED]

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1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7

MR. HOLTZBLATT: Object to form.

8

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Page 74

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[REDACTED]

16

[REDACTED]

17

[REDACTED]

18

[REDACTED]

19

[REDACTED]

20

[REDACTED]

21

Q. All right. Do you have Exhibit No. 2 in

22

front of you, the deposition topics?

23

A. I will. Yes, I have it open.

24

Q. I direct your attention to Topic No. 6,

25

which begins on PDF page 5, approximately line 7.

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1 Q. Mr. Newman, before the next line of  
2 questioning, I want to establish a few terms to make  
3 sure that we're on the same page about some issues.

4 If a company, let's say, Acme, posts --  
5 strike that.

6 Acme has a page, correct, that is their  
7 company's, essentially, profile page; is that right?

8 MR. HOLTZBLATT: Object to form.

9 A. A company can create a page within the  
10 Facebook platform.

11 Q. The term for that is a "page"?

12 A. Yes.

13 Q. And Acme, using our hypothetical, if  
14 they create a post on their page that they do not  
15 pay to be disseminated to users, it is just a post  
16 that they host on their page.

17 Do you have a term for what that post is  
18 called?

19 MR. HOLTZBLATT: Object to form.

20 A. In general, from a measurement product  
21 perspective, there are two high-level kinds of  
22 content: content for which advertisers pay, and  
23 content that, like any other individual, an  
24 advertiser can post free of charge on their own  
25 Facebook presence. We refer to content like that as

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1 "organic."

2 Q. So unpaid content would be organic?

3 A. Generally, yes.

4 Q. And if the host is then paid to be  
5 distributed to advertisers, what is your term for  
6 that?

7 A. I'm pausing because there are -- we're  
8 starting to get into the weeds of the mechanics of  
9 advertising on Facebook, and I want to be specific.

10 It is possible to boost an organic post;  
11 in other words, to pay to increase the likelihood  
12 that that organic post reaches people that would  
13 find it helpful and useful; again, following our  
14 principle of Facebook advertising, that our job is  
15 to create an ecosystem where both our users and our  
16 advertisers are finding value.

17 So at that moment, I suppose an organic  
18 post, by your framing, becomes a paid post, but --

19 Q. Okay. Sorry.

20 A. -- in terms of our previous discussions  
21 in the organization of who can see data related to a  
22 post to an advertisement, the distinction is the  
23 same. The controlling entity -- advertiser,  
24 individual, business -- who initiated the ad or the  
25 content controls access to the data related to that

1 content.

2 Even when a third party gets involved in  
3 the aggregation or reformatting of that data, the  
4 third party's ability to utilize that data, even if  
5 they have access to an API, their ability to access  
6 that specific data and present it back, is dependent  
7 upon the original owner's consent.

8 Q. Does Facebook offer tools by which an  
9 advertiser can consent to share their advertising  
10 data?

11 MR. HOLTZBLATT: Object to form.

12 A. Yes.

13 Q. What tools are those?

14 MR. HOLTZBLATT: Object to form.

15 A. We've discussed a number of them. I am  
16 unfamiliar with the exact mechanics of what needs to  
17 be clicked in order to authorize.

18 But, again, speaking to my high-level  
19 understanding of how the APIs function, access to  
20 data in an automated way for an API has a workflow  
21 wherein the, quote/unquote, owner of the  
22 advertisement, and thereby the data associated with  
23 that advertisement, provides permissioning for that  
24 data to be viewed/utilized/accessed in some way by  
25 another party.



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1           Again, the party is in no case a  
2 competitor, but it is a third party with which  
3 Facebook has some negotiated agreement of which, to  
4 my understanding, the standard terms and conditions  
5 we discussed earlier in my testimony are a piece and  
6 a requirement of the agreement.

7           Q.     Okay. Returning to our situation in  
8 which we have Acme and Sweetums. If Acme and  
9 Sweetums are both advertisers on Facebook and have  
10 consented through this workflow that you just  
11 discussed, would it be possible for an approved  
12 partner to utilize that data to provide advertising  
13 metrics on the industry of widgets that both Acme  
14 and Sweetums provide?

15           MR. HOLTZBLATT: Object to form.

16           A.     My understanding is that would be  
17 prevented by our terms.

18           Q.     Are there any specific tools Facebook  
19 provides to facilitate that type of analysis?

20           MR. HOLTZBLATT: Object to form.

21           A.     No. That type of analysis is not  
22 consistent with the goals and ethos of the  
23 measurement product team that I've described  
24 previously, and, therefore, we would not build tools  
25 to that end.

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1 Q. Is Facebook aware of any authorized  
2 third parties that provide such an analysis?

3 MR. HOLTZBLATT: Object to form, and out  
4 of scope.

5 A. I can speak from my personal experience,  
6 that I am not aware of any such agreements or  
7 comments.

8 Q. A few minutes ago we were speaking about  
9 the types of organic versus paid host.

10 If I refer to a post made on a company's  
11 page that is not boosted as a non-sponsored post,  
12 does that term make sense to you?

13 MR. HOLTZBLATT: Object to form.

14 A. Are you asking if I've heard of the term  
15 "non-sponsored post"?

16 Q. No. I'm just saying, if I use the term  
17 "non-sponsored post" to refer to a post made on a  
18 company's public page that is not boosted, does that  
19 term make sense to you?

20 MR. HOLTZBLATT: Object to form.

21 A. I think we can agree on a non-sponsored  
22 post as essentially being equivalent to organic  
23 content.

24 Q. If we then refer to a "sponsored post"  
25 as an organic post that is then boosted, does that

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1 Ad Library was created to serve a public interest/  
2 integrity goal. The integrity goal for political  
3 advertising, given Facebook's centrality to  
4 political discussion, is to ensure that the public  
5 is well-informed about the targets of Facebook  
6 advertising by political entities or political  
7 candidates.

8 We extended that capability to  
9 non-political ads simply for the creative itself  
10 that is currently running on Facebook in order to  
11 ensure that the public had a view into our ads'  
12 compliance with the public interest in highly  
13 regulated industries such as housing or medicine.

14 Q. On this same page of Exhibit 1, the  
15 first row, "Time ad shown to user."

16 Do you see that?

17 A. Yes.

18 Q. On the second portion where it says  
19 "Ad Library" in brackets, it says "non-SIEP will not  
20 show end date."

21 Do you see that?

22 A. Yes.

23 Q. What is "SIEP"?

24 A. I do not know what the acronym stands  
25 for. Broadly, it's making the distinction I've

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1 already discussed, which is between political and  
2 commercial advertising. So a non-SIEP ad would be a  
3 non-political ad.

4 Again, the delineations here, any  
5 restriction in data is done to adhere to our  
6 principle of the owner of the advertisement owning  
7 the data associated with that advertisement.

8 As always, in a complex system, it's  
9 incumbent upon the company running that system to  
10 balance every stakeholder's rights and needs, and  
11 this is an example of that balance. To protect the  
12 ownership of the data that we promise advertisers,  
13 we do not show the end date.

14 Q. So I understand that the third column of  
15 this chart which says "source" is tools an  
16 advertiser can use to view information about their  
17 campaign.

18 What, then, is the distinction between  
19 the source and the fourth column, which is  
20 "Field/API"?

21 MR. HOLTZBLATT: Object to form.

22 A. That's simply incremental information,  
23 slightly more technical, that would refer to  
24 something akin to developer instructions. So if a  
25 developer in that first example was looking for

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1 gender, they would look in the insights API as a  
2 source, as outlined in column 3. But the field they  
3 would look for in order to obtain that data point,  
4 as outlined in column 2, would be  
5 "breakdowns-gender" as a field to guide their  
6 development to bring that data point into whatever  
7 application they're building.

8 Q. And I believe we talked about this  
9 earlier. But for the insights API, that information  
10 is available only for the advertiser's own  
11 campaigns, correct?

12 A. Available to who?

13 Q. To the advertiser.

14 A. Acme gets access to Acme's  
15 advertisement; Acme gets access to Acme's  
16 advertising data.

17 Q. Turn to the third page of Exhibit 1, the  
18 second column, "Advertisements URL." Tell me when  
19 you're there, please.

20 A. I am there.

21 Q. So an advertisement's URL is available  
22 to the advertiser through the marketing API; is that  
23 correct?

24 A. Yes.

25 Q. And then it would also --